



**King George's Medical University U.P.,**  
**OFFICE OF THE SUPERINTENDENT**  
**GANDHI MEMORIAL & ASSOCIATED HOSPITALS**  
**Lucknow-226003 (U.P.) INDIA** website : [www.kgmu.org](http://www.kgmu.org)

E-Tender No. 09(1.3)/MS/TC/e-tender/2020

Date- 11/06/2020

**King George's Medical University U.P., Lucknow**

**E-Tender Inviting Notice**

**Notice No: 09/MS/TC/e-tender/2020**

**Date: 11/06/2020**

Online e-bids are invited latest by 08/07/2020 under two e-bid system for the supply of General Medicines, Cancer Drugs, Surgical Consumables, DPCO Items and Implant Items for staff & employees, faculty members and their dependent/CM/PM Fund Sponsored Patients/ Asadhya Patients/ Vipann Patients and BPL patients from Local Chemists / Firms situated within a radius of Lucknow. The details of the tender can be viewed at [www.kgmu.org](http://www.kgmu.org). Tender will be available on e-portal <https://etender.up.nic.in/>.

(Medical Superintendent)

Tender document for supply of **Surgical Consumables** for staff & employees, faculty members and their dependent/CM/PM Fund Sponsored Patients/ Asadhya Patients/ Vipann Patients and BPL patients from Local Chemists / Firms situated within a radius of Lucknow.

The dates regarding Tender are as under:-

Publishing Date	12/06/2020	02:00 PM
Document Download / Sale Start Date	12/06/2020	03:00 PM
Clarification Start Date	12/06/2020	04:00 PM
Clarification End Date	15/06/2020	04:00 PM
Pre Bid meeting Place & Address	Chief Medical Superintendent Office	
Pre Bid Date	<u>17/06/2020</u>	02:00 PM
Bid submission Start Date	<u>18/06/2020</u>	03:00 PM
Document Download / Sale End Date	<u>08/07/2020</u>	02:00 PM
Last Date of Bid Submission	<u>08/07/2020</u>	03:00 PM
Technical Bid Opening Date	<u>10/07/2020</u>	03:00 PM
Tender Fee (Non Refundable)	Rs. 5000.00+18% GST = Rs. 5,900.00 (Rs. Five Thousand +18% GST only)	
Earnest Money (In shape of FDR valid for 1 Year)	Rs. 2,00,000.00 (Rs. Two Lacs Only)	

**Date of opening of price bid:** To be informed only to the technically qualified bidders.

Any future clarification and corrigendum shall be communicated through Medical Superintendent, G.M. & A.H. KGMU Lucknow on the NIC website [www.etender.up.nic.in](http://www.etender.up.nic.in)

Tender documents may be downloaded from website [www.etender.up.nic.in](http://www.etender.up.nic.in)

Your's Sincerely

**Medical Superintendent**  
Gandhi Memorial & Associated Hospitals,  
King George's Medical University U.P.,  
Lucknow

*Superintendent*  
G.M. & Associated Hospital  
Lucknow

*Chief Medical Superintendent*  
G.M. & Associated Hospital  
LUCKNOW



**General Terms and Conditions**

- 1) Tender cost (Non-refundable)- Rs. 5000=00 + GST @ 18% i.e. Rs 5900.00  
(Five Thousand Nine Hundred only)
- 2) The rate contract may be awarded to - one or more vendors
- 3) The terms & conditions - will be submitted duly signed by the bidder
- 4) Validity of Tender - Two Years
- 5) Rs. 100.00 non-judicial stamp paper will have to be provided by the successful bidders for award of RC.
- 6) E-Tender in two bids (Technical & Financial) are invited on behalf of the Medical Superintendent, KGMU, Lucknow from interested and eligible Tenderers as specified below.
- 7) Bids shall be submitted online only at website [www.etender.up.nic.in](http://www.etender.up.nic.in)
- 8) At the time of submission of tender document, tender fee in the shape of DD from any nationalized/schedule bank is to be enclosed by the tenderer as tender fee Rs.5,000/- (18% GST extra as per applicable). All the demand draft should be drawn in favour of "Superintendent", G.M. & A.H., KGMU, payable at Lucknow.
- 9) Tenderers have to submit hard copy of Technical bid, EMD and DD in Tender Cell, Superintendent Office, KGMU, Lucknow before specified date & time.
- 10) Tenderer has to send DD & EMD in physical form to the Tender Cell, Superintendent Office, KGMU, Lucknow in separate envelope. (Please mention Tender Notice no. on covering letter on the letter head of the tenderer.)
- 11) The tender must be submitted Online in two parts (technical bid & financial bid). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of documents before uploading. Bid shall be considered only if uploaded on website (in pdf form only).
- 12) Any future clarification and corrigendum shall be communicated through Superintendent Office, KGMU, Lucknow on the NIC website [www.etender.up.nic.in](http://www.etender.up.nic.in)
- 13) Terms and conditions of tender documents along with **declaration duly signed by the competent authority of the firm/ company** must be uploaded online along with the Tender document otherwise tender will be rejected.
- 14) The tenderer should quote Discount on MRP in BOQ online (in pdf form only).

**Earnest Money Deposit (EMD) & Performance Security:**

- 15) EMD in shape of cheque/DD will not be acceptable, if submitted Tender will be rejected.
- 16) **EMD of Rs. 2,00,000.00 (Two Lacs only)** in the shape of TDR / FDR only, pledged in favour of "Superintendent", G.M. & A.H., KGMU, Lucknow, issued by any scheduled / nationalized bank must be enclosed with the technical bid by the tenderer.
- 17) EMD amount in the shape of TDR / FDR must have **validity of 12 months** from the date of issue of Tender notice. The EMD of the RC holders would be released after signing of Rate Contract and deposition of performance security.
- 18) EMD of H2 will be released after the end of Rate Contract without any interest.
- 19) **Performance Security of Rs. 5,00,000.00 (Rs. Five Lacs only)** in the shape of FDR / TDR from any nationalized bank in favour of "Superintendent", G.M. & A.H., KGMU, Lucknow will be submitted by the successful bidder before awarding of Rate Contract. It should be **valid for 24 months**.
- 20) In case of the extension of the contract at a later date, the validity of the performance security shall have to be extended for the extended period beyond the period of extension of the contract. The performance security shall be returned to the R.C Holder without any interest after satisfactory completion of Rate Contract.



- 21) The sealed envelope containing tender bid super scribed "**KGMU Tender for Surgical Consumables**" will be in Two Parts, (I) Technical Bid (Part-I), (II) Price Bid (Part-II), in separate envelope, should reach on or before the date and time specified in the tender Terms & Conditions.
- 22) The envelopes containing financial bids for medicines should mention a uniform, maximum discount offered in percentage on MRP (Maximum Retail Price), across the board for all medicines, imported/Proprietary/or otherwise. The quoted offer shall remain valid for the entire duration of the Rate Contract. This condition should be strictly adhered to, failing which their tender will be summarily rejected.
- 23) The tenderers should quote in figures as well as in words the percentage of discount (% age of discount) tendered by him/them Alterations/over-writings, unless legibly attested by the tenderer, shall disqualify the tenders. The tenderers should take care that the percentage of discount (% age of discount) are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
- 24) Any action on the part of the tenderer to influence anybody in the University will be taken as an offence. Such tenderers will not be allowed to participate in the tender enquiry and their offer will not be considered.
- 25) **The Rate Contract will be valid for period of one year** from the date of issue of Rate Contract. It may be further extended for another one year or till the finalization of next rate contract whichever is earlier, if required.
- 26) The services will be reviewed periodically. In case of unsatisfactory supplies at any time contract is liable to be cancelled with forfeiture of performance security as per penalty clause no. 46.
- 27) The vendor who is awarded the RC is expected to sign the contract/agreement, within 07 (Seven days) from the date of issue of the letter of acceptance, failing which the EMD may be forfeited and the name of the firm may be removed from the list of suppliers at KGMU, Lucknow.
- 28) The tenderer will give an affidavit/undertaking to supply medicines as per requirement to KGMU through his outlet, for the entire duration of the contract.
- 29) The tenderer submitting his / her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions mentioned in the tender document and submit a declaration as **per Schedule-III**. No enquiries shall be entertained in respect of acceptance or rejection of the bid.

#### **Eligibility Criteria**

- 30) The Bidder who intend to participate in the tender should first ensure that they fulfill all eligibility criteria as prescribed in the Tender Documents.
- 31) Local Chemists / Firms / wholesalers situated within a radius of Lucknow, for local purchase of medicines, surgical items, disposables, devices, implants etc for a period of one year are eligible to participate in the Tender.
- 32) The bidder should have **experience** of executing similar work for any Govt./ Private Hospital / any organization **for two years (2018-19 & 2019-20)**. The bidder is required to submit a satisfactory performance certificate on their letterhead from the organization/ Hospital/Dispensary for the supply of Medicines (**Schedule-II**).
- 33) Bidder shall upload/submit duly filled, signed & stamped annexures as per the format provided.
- 34) The firm should not have been blacklisted / debarred at any time by any Govt. or Private Organization. The tenderer shall upload/furnish an affidavit to the effect on non-judicial stamp paper of worth of Rs.100/- duly attested by Notary that the firm has not been black-listed/ debarred at any time and is not blacklisted at present by any government/private institution and there is no Vigilance/CBI case pending against the firm/supplier.
- 35) A Notarized affidavit that the bidder does not have any relation with the person authorized to evaluate Technical Bid/Price Bid or involved in finalizing the tender on Non Judicial stamp paper of Rs. 100.00/-.(**Schedule-I**)
- 36) The bidder should have valid wholesale drug license issued by the State Drug authority at the time of submission of bid.



- 37) The bidder should have minimum **05 Crore turn-over** during the financial year 2018-19 to become eligible to participate in the tender and submit/upload satisfactory documentary evidence (Turnover certificate certified by Chartered Accountant) in support of his turnover with audited Balance sheet, GST return & income tax return for **the financial years 2017-18, 2018-19 and 2019-20.**
- 38) The Bidder must upload/submit the following documents alongwith the Technical Bid:
- Draft of Tender Fee Rs. 5900.00 :
  - EMD of Rs. 2,00,000.00 in the shape of TDR/FDR :
  - Copy of valid drug license :
  - GSTN number (GST No) with certificate :
  - Copy of PAN card :
  - Proof of Income tax return :
  - Proof of GST return :
  - Copy of audited balance sheet of last two years :
  - Signed copy of terms & conditions :
- 39) **Scope of supply –**
- KGMU has been providing the Drugs and Medicine as prescribed by treating physicians / doctors from time to time to the staff & employees, faculty members and their dependents / CM / PM Fund Sponsored Patients / Asadhya Patients / Vipann Patients / IPD Patients and BPL patients on case to case basis. Such drugs & medicines will be procured from the approved empanelled vendors.
  - Demand of such emergent drugs & medicines will have to be fulfilled by taking immediate / instant supplies on demand in unavoidable circumstances.
  - The supply order will be placed on the vendor highlighting the name, brand & quantity of the drugs & medicines required on day-to-day or case to case basis in outdoor patients on chargeable basis.
  - The percentage of the discount offered on MRP will be mentioned on each vendors bill alongwith MRP which shall be inclusive of all Taxes.
  - Supplier would be bound to supply & bill Drugs / Medicines / surgical items etc. according to Purchase Order.
  - Bidder should provide GST Invoice.
- 40) **Letter of undertaking –** An undertaking about ensuring supply of desirable quality and quantity at appropriate time has to be uploaded/submit along with your bid/offer.
- 41) **Delivery of goods –**
- To deliver the goods in accordance with the terms and conditions
  - To ensure the supply goods as per expressed quality and other conditions
  - To deliver the goods as and when asked for
  - To deliver the goods within reasonable time and hours i.e. 24 hrs
  - To deliver the goods in agreed quantity
  - To inform in time, when the goods are sent by messenger
  - To provide reasonable opportunity to examine the goods at the time of delivery
  - To replace the goods when doctor is not willing to accept the delivered goods
  - It will be the sole responsibility of RC holder to maintain proper co-ordination with Pharmacist of the KGMU Central store to take back all the unused items at the end of every month.
  - To inform when the person concerned refuses to accept or reject the goods
  - To submit the bills and other relevant documents for early payment.
  - When the goods are of perishable nature, it will be notified at the time of delivery
  - Proper place of inspection is place of delivery
  - The goods subsequently found unsatisfactory, KGMU is entitled to reject the goods and will not amount to acceptance of goods
  - The firm shall supply only the brand indented. However, if the same brand cannot be supplied, then the reason for non-supply should be mentioned and substitute should be given from reputed firm with explicit verbal prior concurrence of indenting officer i.e. Pharmacist In-charge, or the Store-keeper, medicine store. Such verbal concurrence should be formalized in writing at the earliest opportunity.



- 42) **The approved vendor will supply quality item** – It will be the sole responsibility of Pharmacist / Incharge, Medicine Purchase Section / Central Medicine Store to recognize & reject the Generic goods, if supplied at any point of time and in case, it is essential to accept them, then he has to bring it to the notice of higher authorities.
- 43) **Shelf Life** – Materials should ordinarily have 75% of shelf life of the products manufactured in India and 60% remaining shelf life in case of imported products at the time of supply/ delivery, however it can be accepted with lesser period of shelf life only if exceptional circumstances, on acceptance of end user, at the sole cost and risk of the supplier. In case non-usage and expiry of such materials has to be replaced by supplying firm.
- 44) **Details on challans / Tax Invoice** – while supplying the ordered material and submitting the GST Invoice apart from details of items (generic name, batch no., mfg date, expiry date, challans no and date etc), branded name has to be mentioned on the face of bill to ensure the quality of supplied item.
- 45) **Rates** – Offered discount on MRP should be clearly mentioned in figure and words both on the bid.
- If two or more firms quoted same maximum discount on M.R.P, contract will be awarded to the firm who have maximum turnover during last financial year (2018-19).
  - Rates quoted should be inclusive of GST. University would only accept the stocks which are GST paid.
  - The prices quoted by the tenderer should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
  - Any plea for clerical / typographical error etc. would not be accepted. No correspondence will be entertained after opening of Price bid.
  - Conditional bid would not be entertained.
  - The quoted rates should be F.O.R destination (KGMU, Lucknow)
- 46) **Penalty Clause:**
- Recovery of difference amount** – In case item demanded but not supplied either totally or in part within 24 working hrs after receipt of LPO would be treated as cancelled and will be procured from H2 / open market, the rate difference will be recovered from forthcoming bills of the RC holder i.e H1 firm. (Difference from discounted price)
  - Rs. 500.00 shall be charged on each unsupplied Item of each LPO per day.
  - Forfeiture of EMD/Performance Security** – In case the firm fails to supply the drugs to the University, without giving proper notice or giving the reason for non supply of item (repeated failure five times) to supply in part or in full may lead to forfeiture of Performance Security and /or termination of Rate Contract. **(Repeated failure of full supply order of the required items could lead to debarring / blacklist of firm)**
- 47) **Sourcing Procurement:**
- Local Purchase Rate Contract 1 – the first source for procurement (H1)
  - Local Purchase Rate Contract 2 – the second (alternative) source for procurement (H2)
  - RC-1 source fails to supply the items within the stipulated time of 24 working hours.
  - The DMS / MS in their collective judgement are not satisfied with the quality of items procured from RC -1 source (H1)
  - When the RC-1 source fails to honor the terms and condition of the contract e.g. (i) asking for upward revision of prices, (ii) asking for extension of the delivery period beyond the accepted time, (iii) any other prayer from RC-1 source which does not serve the purpose of the University.
- 48) **Disputes and arbitration:** - All disputes or difference arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Vice Chancellor, KGMU, Lucknow for arbitration whose decision shall be binding on both parties.



49) **Terms of payment :-**

- a. 100% payment shall be made through A/c payee Cheque or RTGS, on receipt of goods in satisfactory conditions within 30-45 days of Bill submission or availability of Budget / Fund.
- b. If GST Invoice is not received in accordance as per instructions, it will not be entertained for payment.
- c. The part supply is acceptable for the sake of convenience only and balance shall be procured as mentioned above.
- d. Pre-receipted GST Invoice should be submitted in quadruplicate.
- e. Please comply with all the points very strictly to avoid any delay in release of payment.

50) **Termination of Rate Contract:** - Vice Chancellor / Superintendent, G.M. & Associated Hospitals, Lucknow reserves the right to cancel the Rate Contract by giving one month notice, whereas RC holder can do so by giving three months notice.

51) However, other standard terms and condition of the rate contract of the University will be applicable.

52) Any information found fabricated / hidden with a view to misleading the authorities shall make the firm liable to the outright rejection of the tender, forfeiture of the deposit and/or debaring of the firm from participation in the local purchase tender at KGMU for a period of 5 years. The decision of the Vice Chancellor, KGMU shall be final in this regard.

53) The Vice Chancellor, KGMU reserves the right to accept or reject or cancel any offer in part or full without assigning any reason thereof.

54) In case KGMU decides to go on-line for the procurement of local purchase items any time during the pendency of the contract, i.e. for the placement of orders and the raising of bills, the qualifying tenderer shall be required to extend all possible cooperation, including introducing necessary changes in software, create necessary infrastructure at his end to make it compatible with the hospital software, printing of indents with provision of a back-up server and electric back-up to facilitate the process. The format or information to be entered for indented medicine shall be specified by the University and the vendor is expected to arrange reliable internet connectivity for receiving the indents in online manner. KGMU may work out different software modalities as per its own requirements and those will be binding on R.C Holder.


55) **Disqualification of the bid:**

- a. Any deviation from the terms and conditions of the tender or non submission of Tender fee, EMD or the document listed in the tender document (as per **Eligibility Criteria**) would lead to disqualification of the bid.
- b. Any action on the part of tenderer to influence any official will amount to rejection of his bid.

**Medical Superintendent**  
**G.M. & A.H., KGMU**

**Chief Medical Superintendent**  
**G.M. & A.H., KGMU**

  
Chief Medical Superintendent  
G.M. & Associated Hospital  
LUCKNOW

  
Superintendent  
G.M. & Associated Hospital  
LUCKNOW

## Technical Bid (Part-I)

### 1. Details of documents must be enclosed

		Page No.	
		From	To
a.	Draft of Tender Fee Rs. 5,900.00 (GST@ 18% included)		
b.	EMD of Rs. 2,00,000.00 in the shape of TDR/FDR		
c.	Copy of valid drug license (Wholesale)		
d.	GST registration number (Certificate)		
e.	Copy of PAN no		
f.	Proof of Income tax return		
g.	Proof of GST return		
h.	Copy of balance sheet of last two years (2017-18 & 2018-19)		
i.	GST Return (2017-18 & 2018-19)		
j.	Income Tax Return (2017-18, 2018-19 & 2019-20)		
k.	Turnover Certificate certified by CA (2018-19)		
l.	Letter of Undertaking on Letter Head		
m.	Affidavit of Rs. 100.00 Non-judicial (Schedule-I)		
n.	Experience / Performance Certificate (Schedule -II)		
o.	Declaration on Firm's Letter Head (Schedule -III)		
p.	Declaration on Rs. 100/- Non-judicial (Schedule -IV)		
q.	Signed copy of terms & conditions		

Full Signature of the bidder

Full Name

Status

Full Address

Telephone No

Mobile No

Fax No

E-mail No

**Seal of the Bidder**

Superintendent  
G.M. & Associated Hospital  
Lucknow

Page 7 of 16

Chief Medical Superintendent  
G.M. & Associated Hospital  
LUCKNOW

## Price Bid (Part-II)

1. Financial offer: -

Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
Surgical Consumables		

2. I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted/ discounted rates. I hereby declare that supplied material will be GST paid if applicable. I agree to hold this offer and open for a period of one year from the date of Rate Contract, if awarded to me.
3. Offered discount in % on MRP **should be inclusive of all Taxes.**

Full Signature of the bidder

Full Name

Status

Full Address

Telephone No

Mobile No

Fax No

E-mail No

**Seal of the Bidder**



Terms & Conditions of the Rate Contract**1. Period:**

Rates quoted against this enquiry will remain effective for **01 year**. This period may be extended for a period of six month or till the tender of next year is not finalized, whichever is earlier. During the period the tenderer will be bound by the terms and condition of the rate contract.

**2. Supply:**

- a. Goods are to be supplied F.O.R. Hospitals Store/Destination at the quoted offer.
- b. E-Way bills etc. shall have to be generated by the tenderer himself. It will be sole responsibility of the tenderer to affect the door deliveries of goods on his own. The Hospital/University will neither own any responsibility for clearance of good for any road, rail postal, air terminals nor any machinery of the Hospital/University would be allowed for their purpose.
- c. The firm shall be bound to supply on the rate quoted in the tender throughout the contract period.
- d. Demand of emergent drugs & medicines will have to be fulfilled by taking immediate / instant supplies on demand in unavoidable circumstances.
- e. The supply order will be placed on the vendor highlighting the name, brand & quantity of the drugs & medicines required on day-to-day or case to case basis in outdoor patients on chargeable basis.
- f. Each drug should be the manufacturing date, expiry date, batch number etc. on the body of the product/packing and packing must be legibly labeled in accordance with the provisions of the **Drugs and Cosmetics Act 1945**.
- g. Drug/Items supplied must be of standard quality.

**3.** Part supplies shall not be considered but it can be accepted for the sake of the convenience of the patient / Hospital only but payment will be made after completion of 100% supply.**4.** Local Purchase order will be treated as binding on "Errors & Omission Accepted basis" However, if the supplier notices any mistake in the contents of the order, he must bring the same to the notice of the hospitals and seek modification. Supplier will bear the responsibility for failure to take this action.**5.** Any dispute on clarification of items under category Surgical Consumables shall be decided by DMS/MS/CMS, KGMU whose decision shall be final & binding.**6. Delivery of goods:-**

- a. To deliver the goods in accordance with the terms and conditions
- b. To ensure the supply goods as per expressed quality and other conditions
- c. To deliver the goods as and when asked for
- d. To deliver the goods within reasonable time and hours i.e. 24 hrs
- e. To deliver the goods in agreed quantity
- f. To inform in time, when the goods are sent by messenger
- g. To provide reasonable opportunity to examine the goods at the time of delivery
- h. To replace the goods when doctor is not willing to accept the delivered goods
- i. It will be the sole responsibility of RC holder to maintain proper co-ordination with Pharmacist of the KGMU, Central store to take back all the unused items at the end of every month.
- j. To inform when the person concerned refuses to accept or reject the goods
- k. To submit the bills and other relevant documents for early payment.

Page 9 of 16  
Superintendent  
G.M. & Associated Hospital  
Lucknow

Chief Medical Superintendent  
G.M. & Associated Hospital  
LUCKNOW



- l. When the goods are of perishable nature, it will be notified at the time of delivery.
  - m. Proper place of inspection is place of delivery.
  - n. The goods subsequently found unsatisfactory, KGMU is entitled to reject the goods and will not amount to acceptance of goods.
  - o. The firm shall supply only the brand indented. However, if the same brand cannot be supplied, then the reason for non-supply should be mentioned and substitute should be given from reputed firm with explicit verbal prior concurrence of indenting officer i.e. Pharmacist In-charge, or the Store-keeper, medicine store. Such verbal concurrence should be formalized in writing at the earliest opportunity.
7. **Expiry of Drugs:-**
- a. Materials should ordinarily have 75% of shelf life of the products manufactured in India and 60% remaining shelf life in case of imported products at the time of supply/ delivery, however it can be accepted with lesser period of shelf life only if exceptional circumstances, on acceptance of end use, at the sole cost and risk of the supplier.
  - b. In case of non-usage and expiry of such materials has to be replaced by you. Any inventory not used for over three months shall be replaced by the RC Holder.
  - c. Supplies without legible markings of expiry date, batch no. and manufacturing date shall not be accepted.
  - d. Supplies found broken/damaged or evaporated on opening the parcel will have to be repacked, failing which the bill shall be passed after deduction of the amount of quantities found broken or evaporated.
8. **Rates :-** Offered discount on MRP should be clearly mentioned in figure and words both on your bid.
- a. If two or more firms quoted same maximum discount, contract will be awarded to the firm who has maximum aggregate turnover as sought elsewhere.
  - b. Rates quoted should be inclusive of GST. University would only accept the stocks which are GST paid.
  - c. The prices quoted by the tenderer should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
  - d. Any plea for clerical / typographical error etc. would not be accepted. No correspondence will be entertained after opening of Price bid.
  - e. Conditional bid would not be entertained.
9. **Performance Security:-**
- a. Performance Security of Rs. 5,00,000.00 (Rupee Five Lacs only) in the shape of FDR/TDR from any nationalized bank in favour of "Superintendent", G.M. & A.H., KGMU, Lucknow will be submitted by the successful bidder before awarding of Rate Contract. It should be valid for 24 months.
  - b. In case of the extension of the contract at a later date, the validity of the performance security shall have to be extended for a period of 6 months beyond the period of extension of the contract. The performance security shall be returned to the R.C Holder without any interest after satisfactory completion of Rate Contract.
10. **Penalty Clause:-**
- a. **Recovery of difference amount** – In case item demanded but not supplied either totally or in part within 24 working hrs after receipt of LPO would be treated as cancelled and will be procured from H2 / open market, the rate difference will be recovered from forthcoming bills of the RC holder i.e H1 firm. (Difference from discounted price)
  - b. Rs. 500.00 shall be charged on each unsupplied Item of each LPO per day.



- c. **Forfeiture of EMD/Performance Security** – In case the firm fails to supply the drugs to the University, without giving proper notice or giving the reason for non supply of item (repeated failure five times) to supply in part or in full may lead to forfeiture of Performance Security and /or termination of Rate Contract. **(Repeated failure of full supply order of the required items could lead to debarring / blacklist of firm)**

**11. Payments :-**

- a. 100% payment shall be made through A/c payee Cheque or RTGS, on receipt of goods in satisfactory conditions on 30-45 day of Bill submission or availability of Budget / Fund.
- b. If GST Invoice is not received in accordance with instructions will not be entertained for payment.
- c. The part supply is acceptable for the sake of convenience only and balance shall be procured as mentioned above.
- d. Pre-receipted GST Invoice should be submitted in quadruplicate.
- e. Please comply with all the points very strictly to avoid any delay in release of payment.
- f. Bill of supply from within Uttar Pradesh will only be accepted in order to ensure that supplied goods are GST paid.
- g. Bill must be submitted in triplicate along with photocopy of supply order and copy of challan duly received by the store-in-charge.
- h. Incomplete or Improperly submitted bills will not be processed and the delay will be the responsibility of the Tenderer.
- i. The percentage of the discount offered on MRP will be mentioned on each bill alongwith MRP by the vendors.
- j. Bidder should provide GST Invoice.

**12.** The tenderer will not be allowed to revise (increase) the rates quoted through the contract period, due to any reasons like changes in bulk drugs prices of the raw material or rate variation in foreign exchange etc. However variation in statutory levies/duties on items will be given due consideration.

**13.** It will be the responsibility of tenderer that once their prices or taxes on any items reduces the agreed price during the period of operation of tender, they shall immediately inform to the hospital authority and revise their prices accordingly. It to be reduced rates from the date of reduction. Any failure as the part of the rate contract holder in this matter will attract imposition of severe financial penalty by the Hospital Authorities or cancellation of contract or blacklisting or a combination of any these.

**14.** Name of distributor/agents/stockiest at Lucknow may be given for emergency purchases. In case of change of the dealer/distributor, the name is to be informed well in advance by the original tenderer otherwise wrong issuance of cheques /drafts will be the firm's responsibility.

**15. Rate Contract :**

- a. After approval of rates the firm shall have to execute an agreement deed within 10 days on a Non Judicial Stamp Paper of Rs. 100.00.
- b. The tenderer/Supplier shall have to confirm to execute an agreement deed within 7 days from the date of the dispatch of the agreement information letter. In case no confirmation is received within 7 days as aforesaid it will be deemed that order is acceptable to the firm. In case non execution of an agreement deed within 10 days, a disciplinary action will be taken against the firm causing black listing of the firm and forfeiting of the EMD /Security Money and agreement will be executed with second preference / H2 Firm.

16. Compliance with all laws governing sale of the items including taxation is the responsibility of the Tenderer.
17. **Right Reserved:-**
- Vice Chancellor / Superintendent, G.M. & Associated Hospitals, Lucknow reserves the right to cancel the Rate Contract by giving one month notice, whereas RC holder can do so by giving three months notice.
  - The tenderer will not be allowed to add/vary /modify any terms and conditions on his own.
  - As delay in supplies of these items to the hospitals harms patients and are life and death issues, all tenderers will accept the decision of the hospitals authorities.
  - All tenderers will accept the decision of the hospitals authorities on the comparatives on technical and financial bids as final and not subject to representation or litigation.
  - The Medical Superintendent reserves the right to approve any item on the basis of quality (safety, affectivity preference or experience of prescribing clinicians) rather than price and their decision shall not be questioned by the tenderers in any forum.
18. **Settlement of Dispute:-**  
In case of any dispute, the decision, of the Vice Chancellor, King George's Medical University, U.P., Lucknow, shall be final and binding upon the tenderer.
19. **Jurisdiction of Court:-**  
Lucknow Civil Court will be the court of Jurisdiction.

**Medical Superintendent**  
**G.M. & A.H., KGMU**

**Chief Medical Superintendent**  
**G.M. & A.H., KGMU**

*Handwritten signature*  
**Superintendent**  
**G.M. & Associated Hospitals**  
**Lucknow**

*Handwritten signature*  
**Chief Medical Superintendent**  
**G.M. & Associated Hospitals**  
**Lucknow**



**AFFIDAVIT (notarized)**  
**(on Rs 100.00 Non-judicial Stamp paper)**

**Reference : e-Tender No.**

I, (Name of the Signatory), S/o (Father's Name), (Designation of the Signatory) with (Name of the Company), with its office at (Address of the Head office of the Company), do solemnly affirm and declare as under:-

The Tenderer does not have any relation with the person authorized to evaluate technical bid/price bid or involved in finalizing the tender.

Place:

Date:

Deponent

**Verification:**

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Verified at..... (Place), on this..... (Date) day of..... (Month) 2019.

Deponent

**CERTIFICATE OF PERFORMANCE**

(To be issued on letterhead of concerned Hospital/Dispensary)

Date of Issue.....

This is to certify that M/s \_\_\_\_\_

O/a \_\_\_\_\_

\_\_\_\_\_ have  
worked as local purchase chemist, supplying the medicines on daily basis vide Rate  
Contract / Agreement No. \_\_\_\_\_ from \_\_\_\_\_ to  
\_\_\_\_\_ (dates) in our Organization/Hospital/Dispensary and their  
performance has been found to be satisfactory (Quality wise, Quantity wise and in  
time)

**Signature of the authorized officer)**  
**(Name & Seal of the Organization/Hospital/Dispensary)**

Chief Medical Superintendent  
M. & Associated Hospital  
LUCKNOW

Superintendent  
M. & Associated Hospital  
LUCKNOW



(to be furnish on Firm's Letter Head)

**Declaration**

I/We ..... S/o ..... Provider/on  
behalf of (designation)..... M/s.....  
submit this tender after reading the tender notice, instructions, terms and conditions contained  
herein and subject to all terms and conditions being accepted by me/us.

I/we agree that if at any time that any document or the facts mentioned in the tender  
found false, the institute has full right to terminate the tender/Contract and forfeit my/our  
EMD/Security deposit and we will be liable to return the whole amount of money paid by G.M.  
& Associated Hospitals, (K.G.M.U.) Lucknow to us against our bills along with an interest of  
2% compound monthly besides any other legal action that may be taken against us.

**Signature of the Tenderer /**

**Authorized Signatory**

**(with seal)**

**Name of authorized .....**

**Address .....**

.....

**Phone.....**

**Fax No. ....**

**Detail of Earnest Money**

F.D.R. / T.D.R. No. .... dated .....

Rs. (Figure & Words) .....

Name & Address of Bank .....

(to be given in Rs. 100/- Non Judicial Stamp Paper, notarized)

**Declaration**

To,  
Medical Superintendent  
G.M. & A.H., KGMU,  
Lucknow

Respected Sir,

1. The undersigned certifies that I /we have gone through the terms and conditions mentioned in the tender document including annexure and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of two years from date of finalization of tender.
2. Earnest Money deposited by me/us in the form of FDR / TDR in Favour of Superintendent, G.M. & A.H., KGMU, Lucknow is attached herewith and shall remain in custody of the Medical Superintendent, G.M. & A.H., KGMU, Lucknow, as per Terms & Conditions of Tender.
3. I/We give the rights to Vice Chancellor, KGMU, Lucknow to forfeit the Earnest Money deposited by me/us if any delay occur on my/agent's part or fails to supply the material at the appointed place and time and of the desired specification.
4. I/We undertake that I/We will supply a new & fresh piece of ordered item and the rejected supply, if any will be taken back and replaced by me/us at our cost within the specified period and without causing any interruption to the Hospital services.
5. There is no vigilance/CBI case or court case pending against the firm/supplier.
6. I/We declare that my/our firm has not been blacklisted / debarred by any of the Govt./Semi Govt./Private Hospitals / Institutions / any Govt. /Govt. Undertaking Agency.
7. I/We undertake that if the rates of any item are lowered due to any reason, I/We will increase the percentage according to rates.
8. I/We hereby undertake to supply the items as per directions given in supply order within the stipulated period.
9. I/We understand that Vice Chancellor, KGMU, Lucknow, has the right to accept or reject any or all the tenders without assigning any reasons (s) thereof.
10. I/We shall not sublet/transfer/assign the contract or a part of it to any other firm at any time of contract.
11. I/We agree that if at any time that any document or the facts mentioned in the tender found false, the institute has full right to terminate the tender/Contract and forfeit my/our EMD/Security deposit and we will be liable to return the whole amount of money paid by G.M. & A.H. (KGMU) Lucknow to us against our bills along with an interest of 2% compound monthly besides any other legal action that may be taken against us.

**NAME, SIGNATURE AND ADDRESS OF THE TENDERER WITH RUBBER STAMP**

Chief Medical Superintendent  
G.M. & Associated Hospital  
LUCKNOW  
Superintendent  
M. & Associated Hospital  
Lucknow



**BOQ**  
**(On Company's Letter Head)**

**E-Tender No. 09(1.3)/MS/TC/e-tender/2020**

**Date- 11/06/2020**

Tender for supply of **Surgical Consumables** for staff & employees, faculty members and their dependent/CM/PM Fund Sponsored Patients/ Asadhya Patients/ Vipann Patients and BPL patients from Local Chemists / Firms situated within a radius of Lucknow

Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
Surgical Consumables		

**Note:** This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected.

SIGNATURE OF THE TENDERER

NAME .....

Date:.....

*M*  
Superintendent  
C.M. & Associated Hospital  
Lucknow

*Q*  
Chief Medical Superintendent  
& Associated Hospital  
LUCKNOW

C

2

4-